

S. AMANDA MARSHALL, OSB #95347

United States Attorney

District of Oregon

ROBERT D. NESLER, OSB #85379

bob.nesler@usdoj.gov

Assistant United States Attorney

United States Attorney's Office

District of Oregon

1000 SW Third Avenue, Suite 600

Portland, Oregon 97204-2902

Telephone: 503-727-1069

Facsimile: 503-727-1117

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

UNITED STATES OF AMERICA,

11-CV-00164-MA

v.

**2915 NE ROCKY BUTTE ROAD,
MULTNOMAH COUNTY, STATE AND
DISTRICT OF OREGON, REAL
PROPERTY WITH BUILDINGS,
APPURTEANCES, AND
IMPROVEMENTS, *in rem*,**

**STIPULATED ORDER FOR
INTERLOCUTORY SALE**

and

**14119 SE BELLA VISTA CIRCLE,
CLARK COUNTY, STATE AND
DISTRICT OF WASHINGTON, REAL
PROPERTY WITH BUILDINGS,
APPURTEANCES, AND
IMPROVEMENTS, *in rem*,**

Defendants.

**PAGE 1 STIPULATED ORDER FOR INTERLOCUTORY SALE OF
DEFENDANT REAL PROPERTIES**

United States v. 2915 NE Rocky Butte Road, et al., 11-CV-00164-MA

On February 2, 2011, a complaint was filed seeking forfeiture on the real properties and on April 8, 2011, pursuant to 21 U.S.C. § 881(a)(7), the government filed an amended complaint seeking forfeiture of the defendants, *in rem*, 2915 NE Rocky Butte Road, Portland, Oregon, and more particularly described as:

LOT 10, BLOCK 2, OLYMPUS ESTATES, IN THE CITY OF PORTLAND,
MULTNOMAH COUNTY, STATE OF OREGON.

and 14119 SE Bella Vista Circle, Vancouver, Washington, and more particularly described as:

BELLA VISTA LOT 20 & #1 LOTS 8 & 9

Claims to these defendant real properties have been made by Wells Fargo Bank, N.A.; Minhthy Nguyen, Kiet Anh Nguyen, Huy Nguyen and Multnomah County, Oregon.

On November 8, 2011, an Order of Default was entered defaulting all right, title, and interest of all persons in the above-described properties except Wells Fargo Bank, N.A.; Minhthy Nguyen, Kiet Anh Nguyen, Huy Nguyen and Multnomah County, Oregon.

On January 31, 2012, an Amended Order of Default was entered defaulting all right, title and interest to all persons except Wells Fargo Bank, N.A; Mlnhthy Nguyen, Kiet Anh Nguyen, Huy Nguyen, Multnomah County, Oregon and Clark County, Washington. The parties agree that the defendant properties should be sold to preserve their value pending a final adjudication on the merits.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that plaintiff, by and through its undersigned counsel, and claimants, Minhthy Nguyen, Keit Anh

**PAGE 2 STIPULATED ORDER FOR INTERLOCUTORY SALE OF
DEFENDANT REAL PROPERTIES**

United States v. 2915 NE Rocky Butte Road, et al., 11-CV-00164-MA

Nguyen, Huy Nguyen, by and through their authorized counsel, Michelle R. Burrows; and Wells Fargo Bank, N.A., by and through its authorized counsel, Rochelle L. Stanford, consent to the following:

1. Claimants agree to execute promptly any documents which may be required to complete the interlocutory sale of the defendant real properties, 2915 NE Rocky Butte Road, Portland, Oregon and 14119 SE Bella Vista Circle, Vancouver, Washington.
2. The parties agree to allow the United States Marshal Service to order an appraisal of both of the defendant real properties. If claimants Minhthy Nguyen, Keit Anh Nguyen, Huy Nguyen, disagree with the value of the defendant real properties determined by the appraiser retained by the United States Marshals Service, they have the right, at their own expense, to have the property appraised by a licensed certified real estate appraiser of their choosing. If the parties thereafter are unable to agree on a sales price for the two defendant real properties, the parties agree that the Honorable Malcolm F. Marsh shall determine the offering price on both real properties.
3. The parties agree that the United States Marshal Service, or their designee, will market and sell both the defendant real properties, and that both the defendant real properties will be listed with a licensed real estate broker selected by the United States Marshals, or their designee.
4. The parties agree that claimants' attorneys, Michelle R. Burrows and Rochelle L. Stanford will be notified of all reasonable offers to purchase both of the defendant

properties. If the highest offer to purchase is less than 95 percent of the offering price, the sale shall go forward only if the United States and claimants agree to the sale. However, the United States Marshals Service, or their designee, may, in their sole discretion, accept any offer to purchase both of the defendant properties that is 95 percent or more of the offering price. The United States Marshals Service, or their designee, may, in their sole discretion, reject any offer to purchase the defendant properties where it determines that the offer is being made by, or on behalf of, a person involved in the criminal activity alleged as the basis for forfeiture.

5. The purchase price for both of the defendant properties will be a cash price.
6. The net proceeds from the sale of both of the defendant real properties will include all money realized from the sale of both of the defendant properties, except for the following:
 - a. Real estate commissions.
 - b. Amounts due the holder of any valid lien which was recorded prior to the time plaintiffs Notice of *Lis Pendens* was recorded;
 - c. Real estate property taxes which are due and owing, or which become a lien prior to the sale of both of the defendant real properties, including foreclosure costs, special assessments and fees, interest and penalties under state law;
 - d. Insurance costs, if any;
 - e. All costs incurred by the United States Marshals Service or their designee, in

connection with the maintenance, repair, marketing, and sale of both of the defendant properties;

- f. Escrow fees;
- g. Document recording fees not paid by the buyer; and
- h. Title fees.

7. Plaintiff and claimants hereby agree to substitute the net proceeds realized from the sale of both of the defendant real properties as a "substitute res" for the defendant real properties in this action. The net proceeds shall be remitted to the custody and control of the United States Marshals Service as the substitute res in this case, and held pending further order of the Court.

8. The parties agree that claimants, Minhthy Nguyen, Kiet Anh Nguyen, Huy Nguyen will retain custody, control, and responsibility for the defendant real property until the interlocutory sale has been completed. The parties further agree that claimants Kiet Nguyen and Huy Anh Nguyen will retain existing insurance on 2915 NE Rocky Butte Road, Portland, Oregon; and Minhthy Nguyen on 14119 SE Bella Vista Circle, Vancouver, Washington, the defendant real properties until the interlocutory sale has been completed. In the event that claimants Minhthy Nguyen, Kiet Anh Nguyen, Huy Nguyen fail to do so, claimant Wells Fargo Bank, N.A., shall be authorized to place necessary insurance on the property, and the cost of said insurance shall be a sum payable out of the sale proceeds pursuant to paragraph 6 of this Order.

SO STIPULATED:

/s/ Michelle R. Burrows 12/15/11
MICHELLE R. BURROWS
DATE
Attorney for Claimants Minhthy Nguyen, Kiet Anh Nguyen & Huy Nguyen

/s/ M. Rochelle L. Stanford 1/25/12
ROCHELLE L. STANFORD
DATE
Attorney for Lienholder Wells Fargo Bank, N.A.

/s/ Robert D. Nesler 2/3/12
ROBERT D. NESLER
DATE
Assistant United States Attorney
Attorney for Plaintiff United States of America

Having reviewed the foregoing Stipulation and good cause appearing,
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
stipulation is hereby APPROVED.

Dated this 6 day of Feb, 2012.

Malcolm F. Marsh
MALCOLM F. MARSH
United States District Judge